

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN SOLANO COUNTY EMERGENCY MEDICAL SERVICES COOPERATIVE
(SEMSC)
and
KAISER FOUNDATION HOSPITAL, VALLEJO**

This First Amendment is made on January 18, 2022, between the Solano Emergency Medical Services Cooperative (SEMSC), the entity designated by the Solano County Board of Supervisors as the Local EMS Agency ("Agency"), and Kaiser Foundation Hospital, Vallejo ("Hospital").

1. Recitals

A. The parties entered into a Memorandum of Understanding dated October 29, 2021 (the "MOU"), in which SEMSC designated Hospital as a Primary Stroke Center, governed in accordance with the terms of Solano Emergency Medical Services Policy Memorandum 6613, Solano County Stroke System, "Policy 6613".

B. The County now needs to amend the MOU to address Waiver of Subrogation.

C. The parties agree to amend the MOU as set forth below.

2. Agreement

A. Amendment to Section Four (4) to add Section 4.D. as follows:

D. Waiver of Subrogation

- (1) HOSPITAL agrees to waive all rights of subrogation against SEMSC for losses arising from work performed by HOSPITAL, its employees or agents, under the terms of this Agreement.. HOSPITAL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
- (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of SEMSC for all work performed by HOSPITAL.

B. Amendment to Section Six (6):

The MOU did not include a paragraph five (5). Paragraph six (6) of the MOU shall be amended to become paragraph five (5).

3. Effectiveness of MOU

Except as set forth in this First Amendment, all other terms and conditions specified in the MOU, as previously amended, remain in full force and effect.

This Amendment may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or


electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

Executed by the parties:

SOLANO EMS COOPERATIVE

**KAISER FOUNDATION HOSPITAL,
VALLEJO**

By  _____
Birgitta Corsello
Chairperson
Solano EMS Cooperative

By  _____
Norair Jemjemian
Senior Vice President/Area Manager
Kaiser Napa/Solano

APPROVED AS TO FORM

By  _____
Julie Barga
County Counsel